

SECTION 11.45 CONTRACT GRIEVANCE PROCEDURE

Last Update: 6/11

Definition and Requirements

A contract grievance is a complaint written by a contract-covered employee that alleges a violation in either the application or interpretation of provisions of the collective bargaining agreement that covers the employee's job class.

The grievance shall contain:

- Name, work unit, and bargaining unit of the aggrieved employee and the name of their union representative.
- The specific section(s) of the collective bargaining agreement allegedly violated.
- Specific event(s) when the collective bargaining agreement was allegedly violated (date, nature of incident).
- The remedy sought.
- Date the grievance was filed.

The grievance must be presented on the form mutually agreed upon and furnished by the union and signed by the employee or steward.

A complaint that does not allege a violation of either the application or interpretation of the collective bargaining agreement that covers the grievant's job class must be filed as a non-contract grievance (see Section 11.50).

Grievance Steps - UE/IUP and SPOC

Step 1: The appropriate management designee will meet with the steward (with or without the employee) to discuss and attempt to resolve the grievance. For UE/IUP grievances, the meeting should be held within seven (7) calendar days of receipt of the grievance; within fourteen (14) calendar days of receipt for SPOC grievances. Copies of the supervisor's written decision must be sent to the employee, the steward, and the next higher-level management authority within the specified time limits. A copy of the grievance and the management representative's response must also be sent to the personnel officer.

Step 2: If the employee is dissatisfied with the supervisor's decision at Step 1, the grievance may be presented to the designated agency second step representative within seven (7) calendar days after receipt of the Step 1 decision (fourteen (14) calendar days for employees covered by the SPOC contract). The designated agency representative will meet with the steward (with or without the employee) and attempt to resolve the grievance. Copies of the written response to the grievance must be given to the employee, the steward, and the next higher-level management authority within the specified time limits. A copy of the grievance and the management representative's response must also be sent to the personnel officer.

Step 3: If dissatisfied with the Step 2 decision, the grievance may be appealed to the Chief Operating Officer of DAS-HRE (or designee) within fourteen (14) calendar days after receipt of the Step 2 decision for SPOC, or seven (7) calendar days after receipt of the Step 2 decision for UE/IUP. The DAS-HRE designee will meet with the steward (with or without the employee) to discuss and attempt to resolve the grievance. Copies of the written response to the grievance must be given to the employee, the steward, the employee's supervisor, and the appointing authority within the required time limits.

* Grievances involving disciplinary suspensions and discharge may be filed directly to Step 3 of the grievance process.

Step 4: Grievances which have not been settled by the aforementioned procedure may be appealed to arbitration by the union through DAS-HRE within the twenty-one days of the Step 3 answer for SPOC; or within fifteen (15) days of the Step 3 answer for UE/IUP grievances.

Steps in the AFSCME Grievance Process

Step 1: The appropriate designee will meet with the steward (with or without the employee) to discuss and attempt to resolve the grievance within fourteen (14) days of receipt of the grievance. The management designee's written decision must be sent to the employee, the steward, and the next higher-level management authority within the specified time limits. A copy of the grievance and the management representative's response must also be sent to the personnel officer.

Step 2: If dissatisfied with the management decision at Step 1, the grievance may be appealed to DAS-HRE within fourteen (14) calendar days of receipt of the answer at Step 1. Within forty-five (45) calendar days, the DAS-HRE designee and the designated Union representative will meet and attempt to resolve the grievance. Within thirty (30) calendar days of the meeting, a written answer will be issued to the Union and the grievant.

Step 3: Grievance Resolution Improvement Process (GRIP): Discipline grievances not settled at a previous step are eligible to be heard at GRIP. To be considered, the grievance must be placed on the GRIP docket within thirty (30) calendar days of the Step 2 answer. The issue as stated at Step 2 will be the sole and entire subject matter at GRIP, unless the parties agree to modify the scope of the hearing.

Step 4: Grievances not settled under the prior applicable step(s) may be appealed by the Union to arbitration.

GRIP

[See Section 11.55](#)

Time Limits

There are specific time frames that must be followed when filing grievances. If a grievance is not timely filed, a notation must be made on the grievance form.

Grievances must be filed within fourteen (14) calendar days of the date the grievant became aware of, or should have become aware of the cause of the grievance for persons covered by AFSCME or UE/IUP. SPOC covered employees must file grievances within twenty-one (21) days of the date the grievant became aware of, or should have become aware of the cause of the grievance. Under no circumstances will a grievance be considered timely after six (6) months from the date of occurrence.

The AFSCME collective bargaining agreement provides that, in the event the grievance is untimely filed, the grievance may be processed through Step 2 of the grievance process in order to allow the parties to attempt to resolve the issue.

Always refer to the specific collective bargaining agreement to verify the time limits required at each step of the grievance process.

Grievances not filed within required time limits will be considered as settled on the basis of the last employer answer. If a grievance is not answered by the employer within the required time limits, the Union may proceed to the next step of the grievance process. The parties may mutually agree in writing at any step to extend the time limits.

Retroactivity

When it is determined that a grievance should be settled retroactively, the maximum period shall be limited to the six (6)-month period prior to the date the grievance was filed.

Pay Status

Union representatives who are members of bargaining units and grievants will be permitted a reasonable amount of paid time to process grievances during their regularly scheduled hours of work. Only one (1) grievant, however, will be in pay status for any one (1) group grievance for SPOC and UE/IUP grievances. The AFSCME collective bargaining agreement allows up to three (3) percent, but no less than one (1) nor more than ten (10) of the grievants to be in pay status for a group grievance. The employer is not responsible for compensation of employees or stewards for time spent processing or preparing for grievances outside regularly scheduled hours of work.

Exclusion of Grievant

The aggrieved employee is entitled to be present at all steps of the procedure. For AFSCME grievances, if the grievant is excused by either party, the union will be allowed two (2) representatives in pay status.